

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NO. N00174-01-R-0036		2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>A. SEALED BID</td> </tr> <tr> <td>X</td> <td>B. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>C. NEGOTIATED (RFQ)</td> </tr> </table>			A. SEALED BID	X	B. NEGOTIATED (RFP)		C. NEGOTIATED (RFQ)
	A. SEALED BID										
X	B. NEGOTIATED (RFP)										
	C. NEGOTIATED (RFQ)										

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

YOU ARE CAUTIONED TO NOTE THE "CERTIFICATION OF NON-SEGREGATED FACILITIES" IN THE SOLICITATION. FAILURE TO AGREE TO THE CERTIFICATION WILL RENDER YOUR REPLY NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING \$25,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.

"FILL-INS" ARE PROVIDED ON THE FACE AND REVERSE OF STANDARD FORM 18 AND PARTS I AND IV OF STANDARD FORM 33, OR OTHER SOLICITATION DOCUMENTS AND SECTIONS OF TABLE OF CONTENTS IN THIS SOLICITATION AND SHOULD BE EXAMINED FOR APPLICABILITY.

SEE THE PROVISION OF THIS SOLICITATION ENTITLED EITHER "LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS" OR "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS."

WHEN SUBMITTING YOUR REPLY, THE ENVELOPE USED MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.

IF NO RESPONSE IS TO BE SUBMITTED, DETACH THIS SHEET FROM THE SOLICITATION, COMPLETE THE INFORMATION REQUESTED ON REVERSE, FOLD, AFFIX POSTAGE, AND MAIL. NO ENVELOPE IS NECESSARY.

REPLIES MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including zip code) NAVSEA INDIAN HEAD 101 Strauss Ave Attn: Carol Brown 11411 brownca@ih.navy.mil Indian Head MD 20640-5035																								
4. ITEMS TO BE PURCHASED (Brief description) Systems Modernization for enhanced capability and reliability.																								
5. PROCUREMENT INFORMATION (X and complete as applicable)																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td colspan="5">A. THIS PROCUREMENT IS UNRESTRICTED</td> </tr> <tr> <td>X</td> <td colspan="5">B. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents for details).</td> </tr> <tr> <td></td> <td style="width: 15px;">X</td> <td style="width: 150px;">(1) SMALL BUSINESS</td> <td style="width: 15px;"></td> <td style="width: 150px;">(2) LABOR SURPLUS AREA CONCERNS</td> <td style="width: 15px;"></td> <td style="width: 150px;">(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS</td> </tr> </table>							A. THIS PROCUREMENT IS UNRESTRICTED					X	B. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents for details).						X	(1) SMALL BUSINESS		(2) LABOR SURPLUS AREA CONCERNS		(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS
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	X	(1) SMALL BUSINESS		(2) LABOR SURPLUS AREA CONCERNS		(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS																		
6. ADDITIONAL INFORMATION																								
7. POINT OF CONTACT FOR INFORMATION																								
A. NAME (Last, First, Middle Initial) Carol Brown			B. ADDRESS (Include Zip Code) NAVSEA INDIAN HEAD 101 Strauss Ave Attn: Carol Brown 11411 brownca@ih.navy.mil																					
C. TELEPHONE NUMBER (Including Area Code and Extension) 301/744-6635 (NO COLLECT CALLS)			Indian Head MD 20640-5035																					

8. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/>	A. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	B. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	C. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	D. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	E. OTHER (Specify)		

9. MAILING LIST INFORMATION (X one)

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
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10. RESPONDING FIRM

A. COMPANY NAME		B. ADDRESS (Include Zip Code)	
C. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, M.I.)	(2) TITLE	(3) SIGNATURE	(4) DATE SIGNED (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER

N00174-01-R-0036

TO

DATE (MMDDYY) LOCAL TIME

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1 97	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-01-R-0036		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 06 May 2001	6. REQUISITION/PURCHASE NO. N00174-01-R-0036A	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE ATTN: CAROL BROWN 11411 BROWNS CA@IH.NAVY.MIL INDIAN HEAD, MD 20640-5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 1558</u> until <u>15 00</u> local time <u>09 Jul 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME CAROL BROWN		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 301/744-6635		C. E-MAIL ADDRESS brownca@ih.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		7	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		18	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		20	X	K	REPRESENTATIONS, CERTIFICATIONS AND
X	F	DELIVERIES OR PERFORMANCE		21			OTHER STATEMENTS OF OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		22	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		24	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B Supplies or Services and Prices

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

ITEMS	DESCRIPTION	QTY	UNIT	AMOUNT
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LOT I, BASE YEAR (Date of award through 365 days thereafter)

0001	Systems modernization for enhanced capability and reliability to include replacement and integration of system hardware/software, engineering and comprehensive operational and maintenance services, modifications and documentation development for installed equipment, support equipment, training equipment and weapons systems in accordance with the Statement of Work. These services shall include labor, facilities and other direct costs (ODC's) (Associate Consultants, Supplies/Materials and travel/Per Diem) In accordance with the Statement of Work and Specifications/Descriptions set forth in Section C of the contract.	1	lot	\$
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0002	Data in accordance with Statement of Work	1	lot	\$ NSP
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TOTAL COST \$	_____
TOTAL FIXED FEE \$	_____
TOTAL COST PLUS FIXED FEE \$	_____

LOT II, OPTION YEAR I (Date of award through 365 days thereafter)

0003	Systems modernization for enhanced capability and reliability to include replacement and integration of system hardware/software, engineering and comprehensive operational and maintenance services, modifications and documentation development for installed equipment, support equipment, training equipment and weapons systems in accordance with the Statement of Work. These services shall include labor, facilities and other direct costs (ODC's) (Associate Consultants, Supplies/Materials and travel/Per Diem) In accordance with the Statement of Work and Specifications/Descriptions set forth in Section C of the contract.	1	lot	\$
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0004 Data in accordance with Statement of Work 1 lot \$ NSP

TOTAL COST \$ _____
TOTAL FIXED FEE \$ _____
TOTAL COST PLUS FIXED FEE \$ _____**LOT III, OPTION YEAR II (Date of award through 365 days thereafter)**

0005 Systems modernization for enhanced capability and reliability to include replacement and integration of system hardware/software, engineering and comprehensive operational and maintenance services, modifications and documentation development for installed equipment, support equipment, training equipment and weapons systems in accordance with the Statement of Work. These services shall include labor, facilities and other direct costs (ODC's) (Associate Consultants, Supplies/Materials and travel/Per Diem) In accordance with the Statement of Work and Specifications/Descriptions set forth in Section C of the contract.

1 lot \$

0006 Data in accordance with Statement of Work 1 lot \$ NSP

TOTAL COST \$ _____
TOTAL FIXED FEE \$ _____
TOTAL COST PLUS FIXED FEE \$ _____**LOT IV, OPTION YEAR III (Date of award through 365 days thereafter)**

0007 Systems modernization for enhanced capability and reliability to include replacement and integration of system hardware/software, engineering and comprehensive operational and maintenance services, modifications and documentation development for installed equipment, support equipment, training equipment and weapons systems in accordance with the

1 lot \$

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Statement of Work. These services shall include labor, facilities and other direct costs (ODC's) (Associate Consultants, Supplies/Materials and travel/Per Diem) In accordance with the Statement of Work and Specifications/Descriptions set forth in Section C of the contract.

0008 Data in accordance with Statement of Work 1 lot \$ NSP

TOTAL COST \$ _____
TOTAL FIXED FEE \$ _____
TOTAL COST PLUS FIXED FEE \$ _____

LOT V, OPTION YEAR IV (Date of award through 365 days thereafter)

0009 Systems modernization for enhanced capability and reliability to include replacement and integration of system hardware/software, engineering and comprehensive operational and maintenance services, modifications and documentation development for installed equipment, support equipment, training equipment and weapons systems in accordance with the Statement of Work. These services shall include labor, facilities and other direct costs (ODC's) (Associate Consultants, Supplies/Materials and travel/Per Diem) In accordance with the Statement of Work and Specifications/Descriptions set forth in Section C of the contract.

0010 Data in accordance with Statement of Work 1 lot \$ NSP

TOTAL COST \$ _____
TOTAL FIXED FEE \$ _____
TOTAL COST PLUS FIXED FEE \$ _____

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CLAUSES INCORPORATED BY FULL TEXT

FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NAVSEA/IHD) (FEB 2000)

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.
PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to _ percent (_ %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installations where Government transportation is available,

- travel performed for personal convenience/errands, including commuting to and from work, and

- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

STATEMENT OF WORK FOR TRAINING SYSTEMS MODERNIZATION FOR ENHANCED CAPABILITY AND RELIABILITY

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) provides total quality management of development, acquisition, manufacturing and life-cycle support in training systems and systems test equipment for the Navy and other services.

IHD/NSWC requires assistance to achieve systems modernization of new and/or enhanced systems to include installed equipment, support equipment, training equipment and weapons systems. Manufacturing, systems and integration engineering, comprehensive operational and maintenance support, as well as training, modifications and documentation development will be required. Programs sponsored by the United States Marine Corps, National Guard Bureau and Naval Air System Command requires this type of support. The contract is meant to compliment internal resources and provide for growth within programs and new business opportunities for IHD/NSWC.

1.2 Background

IHD/NSWC and other DoD agencies understand total requirements, however, limited resources make it is necessary to maintain current systems. Shrinking budgets do not allow for the purchase of total new systems; instead, older systems must be refitted and refurbished to accommodate modern needs. The Navy, United States Marine Corps, and National Guard Bureau, and others have requirements for manufacturing of electrical equipment, machinery, electronic simulators, etc.

To achieve systems modernization for enhanced reliability, specific updates may be required due to component obsolesces and cost to maintain. At the same time, systems also require modernization to meet specifications/modifications. In both cases, modifications to the training systems are required to keep the trainers current. This requires updates to visual systems including the Image Generators and display systems and updates to the visual database associated with these systems. Associated with all the systems is the requirement to provide training on these updated systems that can include computer based training or standup classroom and on-the-job training. To ensure the maintainability of these systems in the future, adequate documentation must be provided for these new systems and the old documentation requires periodic updates to ensure a smooth integration.

1.3 Scope

This statement of work prescribes all materials and services required to provide acquisition management, engineering support, and post deployment product support of computer-based trainers and training systems, in-service systems, support equipment and weapons related systems. The resulting contract will provide for an indefinite quantity contract with a period of performance of one year (365 days) from the date of the award and four

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one-year (365 days) options. Delivery orders will be placed on the contract to identify specific work to be performed in accordance with the requirements stated herein.

2.0 APPLICABLE DOCUMENTS

All Military and Federal standards shall be used as a guide only.

DI-MGMT-80227	Contractors Progress, Status and Management Report
DI-ADMN-81250A	Conference Minutes
DI-MISC-80508	Technical Reports - Study/Services
DI-MISC-80711	Scientific and Technical Report

3.0 REQUIREMENTS

The contractor shall provide all supplies and services required to perform the tasks described herein. The task statements are meant to be descriptive, not specific. The specific work will be identified in the delivery orders placed on this contract.

3.1 Manufacturing

Light manufacturing support shall be required for electronic computer systems and/or components. This support will include both new equipment and the rehosting, or modification, of existing equipment. The contractor shall be required to design, develop, construct, assemble, and deliver electronic systems or components for use in new or existing support, training, or weapons systems.

3.2 Comprehensive Operation And Maintenance Services

The contractor shall perform the following comprehensive operation and maintenance services:

3.2.1 Installation

3.2.1.1 The contractor shall be required to perform site surveys, perform installations and conduct tests for various support equipment, training equipment, and weapon systems.

3.2.1.2 Due to base realignment and facilities closures the Government may elect to move various equipment and systems from one site to another worldwide. The contractor may be required to disassemble equipment, pack, ship, move, and re-install various systems, support equipment, training equipment and weapon systems.

3.2.2 Operation

3.2.2.1 The contractor shall be required to perform technical operation of integrated systems, support equipment, training equipment and weapon systems. The contractor shall provide the Government with experienced and capable personnel to correctly perform the contracted operations, which may occur at both Government and contractor facilities as cited in each delivery order.

3.2.2.2 The contractor may be required to develop procedures that document equipment or system operation.

3.2.3 Maintenance

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3.2.3.1 The contractor shall be required to maintain commercial and Original Equipment Manufacturer (OEM) equipment to Government and/or OEM specifications. Both preventive maintenance and repair shall be required. Maintenance shall be required for support equipment, training equipment, and electronic and weapon systems. Maintenance shall also include refurbishment of electrical and mechanical equipment, assemblies and subassemblies. Maintenance may be required at operational Government sites and at the contractor's facility. Operational sites shall include CONUS and OCONUS locations. Contractor, depot, and Government site locations shall be stipulated in individual delivery orders.

3.2.3.2 Based upon delivery order requirements, the contractor shall repair and maintain cited equipment, at specified CONUS and OCONUS Government and/or contractor sites, using specified replacement part sources and/or inventories.

3.2.3.3 All preventative maintenance, scheduled maintenance, and refurbishment as required in each delivery order. Preventive or scheduled maintenance shall be in accordance with OEM or Government approved schedules and procedures. These procedures shall be cited in individual delivery orders.

3.2.3.4 The contractor may be required to assess spares inventories, develop inventories, and maintain such inventories, as owned by the Government or the contractor. The contractor may also be required to assess, modify and develop maintenance plans for systems.

3.2.3.5 The contractor shall be required to maintain maintenance logs and maintenance documentation as required by each assigned equipment or system.

3.3 Equipment Modifications

3.3.1 The contractor shall be required to design, develop and/or install modifications for in-service training systems, support equipment, training equipment and weapon systems. Modifications may be required for system modernization, enhancement or maintainability. Modifications may originate from commercial, OEM or contractor designed modification kits or contractor designed system modifications. Examples of typical task include: the service life extension modifications for part-task trainers such as the Navy X6D14 Model Ocean Wave and Current Generator (MOWAC); the planned upgrades and the planned equipment modifications to trainers for Special Operations and land warfare.

3.3.2 The contractor shall perform Factory Changes Orders (FCOs) and Engineering Change Orders (ECOs) and update all documentation as required by individual delivery orders.

3.3.3 Based on delivery order requirements, the contractor shall perform required modifications, perform system tests, and certify equipment and/or systems ready for operation and contractor maintenance.

3.4 Documentation Development

3.4.1 The contractor shall be required to review, modify, revise or develop technical documentation for new, prototype or modified equipment, support equipment, training equipment and weapon systems. Based upon delivery order requirements, documentation may be required for hardware, training, integrated logistics support, and commercial equipment. Documentation standards and formats shall be specified in individual delivery orders. Examples of documentation requirements include: engineering specifications, design, documents, interface design documents, indented parts lists, support items lists, planned maintenance systems (PMS), maintenance concepts,

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logistic support analysis (LSA), operation and maintenance (O&M) manuals, instructor's guides, user's manuals, provisioning documents and engineering drawings.

3.5 System Engineering/Engineering Management Support

3.5.1 System engineering support shall be required for new, modified, proposed, and/or in-service systems as specified in each delivery order. The contractor shall be required to perform in-depth systems engineering tasks for various systems, support equipment, training equipment, and weapon systems. Systems engineering tasks shall include: engineering development methodologies; requirement analysis; performance analysis; trade-off analysis; preliminary designs; detailed designs; prototype development and implementation, test and evaluation. Examples of typical support systems include the development of emerging tactical and training equipment.

3.5.2 the contractor shall be required to perform engineering management support, as well as acquisition management support, for integrated systems; support equipment; training equipment; and weapon systems. Support may include project planning, engineering specification development, engineering document/schedule reviews, engineering change proposal evaluations, cost estimations/analyses, trade studies, and engineering analysis. Examples of tasking include: detailed concept formulation for emerging DoD training systems/devices, process development for recycling and certifying tactical equipment and materials, economic, schedule, and technical reviews for military training systems under development. The contractor shall be required to perform analyses and planning as specified in each delivery order and submit technical reports to the Government. The contractor may also be required to attend meetings and prepare meeting minutes as directed by the Government.

3.6 Integration Engineering

Integration engineering support shall be required for new systems and system modernization via the removal of obsolete components and subassemblies, and replacement with modern, supportable counterparts. The contractor shall be required to perform integration engineering tasks for various systems, support equipment, training equipment, and weapon systems.

Integration engineering tasks shall include feasibility analyses; interoperability analyses; integration design documentation, and interface designs.

4.0 DELIVERABLES

As required by the individual delivery orders the contractor shall provide the following deliverables IAW the contract data requirements list (CDRL) and the data item description (DID).

4.1 The contractor shall submit monthly status reports, *Contractor's Progress, Status and Management Report*, CDRL Item A001, (DI-MGMT-80227), (Advisory), indicating the work accomplished, status and cost to include:

- a. Contractor's name and address;
- b. Contract number;
- c. Date of report;
- d. Period covered by report;
- e. Man-hours expended for the reporting period, and cumulatively during the contract;
- f. Cost curves portraying actual/projected conditions through contract;
- g. Cost incurred for the reporting period and total contractual expenditures as of report date;

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- h. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract;
- i. Trips and significant results; and
- j. Plans for activities during the following period.

4.2 *Technical Report-Study/Services* on an as required basis in accordance with DI-MISC-80508, (Advisory) CDRL Item A002.

4.3 *Conference Minutes* on an as required basis in accordance with DI-ADMN-81250A, (Advisory) CDRL Item A003.

4.4 *Scientific and Technical Report* on an as required basis in accordance with DI-MISC-80711 (Advisory) CDRL Item A004.

5.0 SECURITY

All key personnel associated with this contract may be required to have a DoD "secret" clearance. The contractor shall have access to information and compartments with a "secret" classification. All deliverables associated with this SOW are "unclassified" unless otherwise specified on the individual delivery orders. Individual delivery orders shall specify the security requirement.

6.0 TRAVEL

All travel requirements shall be specified within individual delivery orders.

7.0 DISCLAIMER STATEMENT

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following levels of professional and technical experience. These qualifications are the minimum; contractors should strive for technical excellence in personnel by demonstrating experience and qualification beyond these qualifications.

The specialized experience included, as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

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The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below should have or be capable of obtaining a security clearance rating of SECRET.

Program Manager (Key Personnel)

Candidate must possess a Masters degree in a technical or management discipline with ten (10) years experience managing progressively more complex systems/projects, including manufacturing, training systems and research and development projects. Six (6) years managing complex projects involving a large number of people in subordinate groups. Organizes, directs, and, coordinates planning and production of all contract activities. Interfaces with client management including the contracting officer and the contracting officer's representative (COR). Recruits personnel necessary to perform assigned tasks. Establishes and alters (as necessary) program organization to provide effective contract support. Assigns, schedules, and provides quality assurance of project team deliverable. Ensures conformance to task specifications and contract provisions.

Project Manager (Key Personnel)

Candidate must possess a Bachelors or higher degree in English, Science, Mathematical or Business related discipline with seven (7) years of technical program experience or related professional experience involving the duties described in "functions" above. The candidate must have six (6) years experience as project lead or project manager of technical government programs. Technical training may be substituted for the Bachelors degree with a total of 15 years of related professional experience. An advanced degree in English, Science, Mathematics, or Business may be substituted for two years experience. The candidate must be capable of directing, supervising and coordinating all technical activities within an assigned project. Must have knowledge and experience in work planning, work assignment, task scheduling, work progress assessments, technical staff development, all applicable standards and the technical work products required for each specific delivery order. Must be able to direct and conduct program technical reviews with Government clients.

Senior Training Specialist (Key Personnel)

Candidate must possess a Bachelors degree from an accredited college or university in a technical or business discipline. Eight (8) years of experience in the development and implementation of electronic/simulation training courses to MIL-STD-1379. The total eight (8) years of experience shall include four (4) years of supervising the development of electronic/simulation maintenance training courses (including training course control documents, lesson plans, trainee guides, training system utilization handbooks and instructional media packages as a minimum) and four (4) years developing maintenance training documentation to MIL-STD-1379.

The BS degree may be substituted with an AA degree and eight (8) additional years of experience directly related to the development and implementation of training programs using MIL-STD-1379.

Senior Systems Analyst (Key Personnel)

Candidate must possess a Bachelors degree in an engineering, business, technical, or related field from an accredited college or university, or ten (10) years experience working on progressively more complex simulation systems/projects which demonstrate the ability to perform hardware and software design, administrative, professional, investigative, technical, or other responsible work which demonstrates possession of the abilities and aptitudes required to perform analysis work at this level. It is preferable that at least two (2) years of this experience

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have been at the senior level working in complex research and development projects. An advanced degree is desirable.

Senior Logistician (Key Personnel)

Candidate must possess a Bachelors degree in management, administration, scientific, or an engineering discipline from an accredited college or university is required. Additionally, a minimum of six (6) years experience in all elements of integrated logistics support, i.e. maintenance, training, supply, publications, and technical data support equipment, facilities and support services related to the procurement processes.

OR

An Associate's degree in management, administration, or engineering discipline from an accredited college or university is required. Additionally, a minimum of ten (10) years experience in all elements of integrated logistics support, i.e. maintenance, training, supply, publications, and technical data support equipment, facilities and support related to the procurement processes. A minimum of six (6) years of the foregoing experience shall have been related to professional and analytical experience in areas associated with integrated logistics support of DoD programs.

Systems Analyst

Candidate must possess a Bachelors/Associates degree in a management; business, accounting or technical/scientific discipline from an accredited college or university is required. A minimum of six (6) years of analytical, scientific/technical or management experience is required.

OR

A high school diploma plus college level courses in a management, business, scientific/technical or accounting discipline from an accredited college or university. Additionally, a minimum of ten (10) years of analytical, scientific/technical or management experience is required.

Training Specialist

Candidate must possess a Bachelors degree in liberal arts, business or education from an accredited college or university with a strong foundation in military instructional presentation methods; in-depth (five (5) years minimum) experience in the design and development of computer generated simulation courseware, system operator and maintenance documentation; extensive experience (six (6) years minimum) in the design, development, and presentation of "train the trainer" and training system operator courses to the United States and other countries. Individuals who do not meet the degree requirement may substitute four (4) years of progressive and continuous experience listed below for every one year of education required. A total of twelve (12) years of experience is required of which a minimum of four (4) years of weapon system specific experience and at least eight (8) years of professional experience are directly related to one or more of the weapon systems/training systems. Additional years of maintenance experience may be substituted for professional experience; however, at least three (3) years of the professional experience shall have been in the instruction and/or development of maintenance training materials and three (3) years of recent (within the last five (5) years) professional experience shall have been as a team leader in the development of training materials directly related to DoD or other government projects.

Software Integrator

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Candidate must possess a Bachelors Degree (BSEE, BSCS preferred) or the equivalent education and/or experience, plus a minimum of six (6) years of applicable experience. Areas of expertise include structured development, special purpose processing, interactive displays, graphics and large-scale databases, communications, and hardware/software interfacing. Operating systems and languages include two or more of the following: VAX/VMS, UNIX, MVS/VM, Ada, COBOL, C, Pascal, and personal computer software tools. Activities range from operating system architecture integration and software design to selection of computer systems, languages, and/or equipment.

Systems Engineer

Candidate must possess a Bachelors Degree or equivalent education and/or experience in electrical engineering, mathematics, physics, or a related field of study, plus ten (10) years of professional experience, including hardware/software integration. Must have a working knowledge of related engineering fields such as computing techniques, communications, and mechanics. Activities include participation in operational studies involving the extension and application of highly complex engineering principles and concepts to the design and development of complex man-machine systems.

Engineer

Position requires a Bachelors degree in a scientific or engineering discipline with six (6) years related engineering experience. An Associates degree (or technical training schools) in a technical or engineering discipline may be substituted with a total of ten (10) years of directly applicable engineering experience. Candidates must be specialized and experienced in one of the following engineering specialties: Electrical, Software, Mechanical, or Systems Engineering, as required by each project.

Candidates will assist the Senior Engineer to develop assigned portions of top level and detailed engineering designs, and assist in developing optimized engineering solutions to complex problems. Must be experienced with all phases of complex integrated system development. Must be able to assist in developing system specifications; evaluating design/technology options; complete system development; equipment integration; equipment testing; system architectures; and engineering documentation. Must be capable of preparing reports, briefings and presentations. Provides guidance and assistance to junior staff members.

Hardware Integrator

Candidate must possess a Bachelors Degree in electrical engineering, mechanical engineering, or equivalent education and/or experience, plus a minimum of six (6) years of applicable experience. Tasks include designing, developing, modifying, testing, and evaluating procedures, processes, techniques, models, and/or methodologies used to design and install complicated and difficult hardware devices and/or systems. Activities include the design and development of electromechanical interfaces for complex systems.

Training System Technician

Candidate must possess a high school diploma. Eight (8) years experience in the maintenance of simulators and/or computer peripherals. The eight (8) years of experience shall include two (2) years developing training documentation and two (2) years of instruction.

Electronics Technician

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Candidate must possess an Associate's degree in electronics technology from an accredited school. Eight (8) years of experience in the test, evaluation, integration and support of training/simulation and computer peripheral equipment. The eight (8) years of total experience shall include two (2) years of specialized experience in training system/subsystems.

OR

A high school diploma plus successful completion of U.S. Navy Electronic "C" school or equivalent. Twelve (12) years of experience in the repair and maintenance of computers and computer peripheral equipment. The twelve (12) years of total experience shall include two (2) years of specialized experience in training system/subsystems.

Graphic Artist

Candidate must possess a high school diploma, or service school graduate with a minimum of three (3) years of experience. Provides proven ability to produce line drawing, technical drawings, presentation art (e.g., posters, graphs, charts) and view graphs and slides. Must be skilled in typography, photography and digital drawing programs.

Word Processor

Candidate must be a high school graduate within a minimum of three (3) year's experience. Associates degree (General or Business) is desirable. Demonstrated familiarity and proficiency in all phases of operation of the particular word processing system. Must be familiar with, and proficient at document production and retrieval requirements including character and line printing, archiving, glossary, formatting, final edit and layout. Knowledge and experience with integrating word processing system skills with particular office software packages, is desirable: presentations, publishers, and worksheet applications. A range of 45-65 words per minute, (based on document type), typing speed is required.

Operates word processing equipment to enter, store, retrieve, change, and present text or tabulations. Produces a variety of printed copy such as letters, documents, or reports. May enter regularly used formats or stored paragraphs that are organized and coded for future use. Should be able to edit recorded texts by rearranging paragraphs, replacing words, shifting lines, etc.

Quality Assurance/Control Specialist

Candidate must possess an Associate's degree in electronic technology from an accredited school plus specialized training in quality assurance/quality control. Ten (10) years of specific experience in military electronic systems. The ten (10) years of total experience shall include eight (8) years of Government quality assurance/quality control experience including test witnessing, inspection, and documentation with demonstrated abilities in quality assurance documentation utilizing standards such as ISO-9000, Best Commercial Practices, MIL-Q-9858 and MIL-I-45208.

Supply Clerk

Candidate must possess a high school diploma or equivalent. One (1) year of experience in the receipt, storage and issuance of equipment, material or supplies in a warehouse environment to include the ordering, tracking, receipt and storage of Commercial and DoD publications.

Document Coordinator

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Candidate must have a minimum of three (3) years experience-ordering Commercial and DoD publications. Also, must be familiar with electronic and shipboard communication equipment and associated documents. Must be able to track the delivery status of documents until the document is received.

Supply Technician

Candidate must have at least three (3) years experience requisitioning materials through various supply systems. The technician must be familiar with standard keyboards to enter requisition data into a computerized database, and be able to locate commercial suppliers and track delivery status. Maintains stock records and processes orders through various Supply Systems. Provides formal reports on equipment status. Supervises supply clerk activity. Familiarity with standard computer database tools and ability to design/build databases to track parts on order as well as those in inventory, is desirable.

Provisioning Specialist

Position requires a High School Diploma and five (5) years experience in provisioning for trainer systems. Must have experience dealing with provisioning for training devices. The Provisioning Specialist is responsible for performing all tasks that produce the required provisioning technical documentation updated resulting from the training system modification. The PS will also produce all spares and test equipment lists and make all approved procurements.

Technical Writer

Individual must be able to write scientific, technical, engineering or other professional materials. Must be capable of developing technical manuals, technical documentation, and operation materials to applicable Government standards. Under supervision, must be capable of completing specific writing assignments in a clear concise manner. Must work with engineering, analyst, and design personnel to gather data for various manuals and publications. A Bachelors degree with 0-2 years experience **OR** an Associates degree with 2-4 years experience **OR** High School diploma with 3-5 years experience.

DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, **Attachment (7)**, available upon request.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

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**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO
AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: As specified on each Delivery Order

Bldg: As specified on each Delivery Order

Code: As specified on each Delivery Order

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

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Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

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SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within **60** days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.
INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Location specified on individual Delivery Orders

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

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SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M. 12:30 P.M.	11:00 A.M. 2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

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INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: INDIAN HEAD DIVISION, NAVSEA
 COMPTROLLER DEPARTMENT CODE 021
 ACCOUNTING AND FINANCE DIVISION BLDG 1601
 101 STRAUSS AVE
 INDIAN HEAD, MD 20640-5035

CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD

(JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmb.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)

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M Evaluation Factors for Award

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000

(a) The COR for this contract is:

Name: Joe McClure
Mailing Address: 101 Strauss Ave, Indian Head, MD 20640
Code: 655M
Telephone No.: 301-744-4688 x276

(b) The Alternate COR for this contract is:

Name: Maria Gonzalez
Mailing Address: 101 Strauss Ave, Indian Head, MD 20640
Code: 655N
Telephone No.: 301-744-4688 x295

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product

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(e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item

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number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

	ESTIMATED
<u>ITEM(S)</u>	<u>ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE</u>
\$	\$

NAVSEA 5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (APR 1999)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

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- (7) set forth appropriation and accounting data for the work being ordered;
- (8) be dated;
- (9) be identified by number in accordance with DFARS 204.7004;
- (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (12) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;
- (13) be issued on an SF 26 or DD Form 1155; and
- (14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that

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will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401 to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling

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amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3) do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item

Funds

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	MAR 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-2 Alt I	Audit and Records--Negotiation (Jun 1999) - Alternate I	JAN 1997
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	APR 1984
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-26 Alt I	Equal Opportunity (Feb 1999) - Alternate I	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

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52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	JAN 1997
52.227-22	Major System--Minimum Rights	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-23	Limitation Of Liability	FEB 1997
52.249-6 Alt II	Termination (Cost Reimbursement) (Sep 1996) - Alternate II	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995

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252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 00)	DEC 2000
Alt I	Alternate I	
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7036	Buy American--North American Free Trade Agreement Implementation Act--Balance of Payments Program	MAR 1998
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

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(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

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(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

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52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **365 days ADC or 365 days after exercise of option**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500**;

(2) Any order for a combination of items in excess of **\$500**; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum

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order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **90 days past the effective period has expired.**

(End of clause)

IHD 149

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 2000) (NAVSEA/IHD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

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(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the date of exercise of option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

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52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor _____ and the _____ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (b) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 3 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

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(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of

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disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

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"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration

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management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.
 - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
 - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

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(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings
[Figures in percent]

Sharing arrangement

Contract type	Incentive (voluntary)	Program requirement (mandatory)		
	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50	75/25	75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50/50	(\2\)	75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25	85/15	85/15

\1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

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(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the

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Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

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(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/References/References.html>

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application

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through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (DEC 1991)

(a) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment which represents estimated expenditures in the United States. The identification --

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment.

(2) Should be based on reasonable estimates.

(3) Shall consist of stating the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products - expenditures for material and equipment manufactured or produced in the United States, excluding transportation;

(ii) U.S. services - expenditures for services performed in the United States, including charges for overhead, other indirect costs, and profit;

(iii) Transportation on U.S. carriers - expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (a) (1), (2), and (3).

(b) If this contract is principally for supplies or if the Contractor is not an incorporated concern incorporated in the United States, or an unincorporated concern having its principal place of business in the United States, the amounts identified under paragraphs (a)(3) (i), (ii), and (iii) will be limited to payments made pursuant to the requirements either of the United States Products and Services clause, if any, or of any other specific provision of this contract that obligates the Contractor to acquire certain materials, equipment, transportation, or services from U.S. sources.

(c) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

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SECTION J List of Documents, Exhibits and Other Attachments

SECTION J - LIST OF ATTACHMENTS

1. Contract Administration Plan
2. Wage Determination No: 1994-2103
3. Experience Matrix
4. Personnel Resource Matrix
5. Past Performance Matrix
6. Past Performance Questionnaire
7. DD 1423's Contract Data Requirements List
8. DD 1664's Data Item Description
9. DD 254 DoD Contract Security Classification Specification

Note: DD 1423's, DD 1664's and the DD 254 are included as part of this solicitation but cannot be electronically transmitted with this package due to format restrictions. The documents are available upon request from the Contract Specialist, Carol A. Brown at brownca@ih.navy.mil.

Attachment (1)

FOR COST REIMBURSEMENT COMPLETION TYPE CONTRACT

CONTRACT ADMINISTRATION PLAN CONTRACT NO. N00174-

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data.
 - b. Freedom of Information inquiries
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document.

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- d. Arranging the post award conference
- e. Monitoring of COR
- f. Meeting at annually with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending upon the circumstance.

Other _____

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

4. PAYING OFFICE is responsible for payment of approved provisional invoices (public vouchers), and for final payment.

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications of the statement of work.
- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor).
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the progress made to date and that the charges appear proper. If the COTR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- f. Quality assurance, inspection and acceptance of services and deliverable data.

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- g. Meeting annually with the PCO to review contract performance.
This may be satisfied telephonically, depending on the circumstance.
- h. If the contract is incrementally funded, the COR shall provide funding as necessary to assure required continuity of service.
- i. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restrictions and Safeguards" NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and COR Appointment Letter.
- j. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost effectiveness, quality and timeliness of the contractor.
- k. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- l. Contract Performance Assessment System (CPARS).

(X) This contract WILL be registered in the CPARS database by the COR with the assistance of the Contract Specialist. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.

() CPARS does NOT apply to this contract.

Other: _____

NAMES/ADDRESSES/TELEPHONE NUMBERS OF COGNIZANT INDIVIDUAL/OFFICE

COR Joe McClure 655M 301-744-4628 x276
NAME CODE TELEPHONE

PCO (refer to Contracting Officer who signed contract documents)
Ruth D. Adams 1141 301-744-6655
NAME CODE TELEPHONE

DCAA (refer to invoice clause of the contract, Section G)
PAYING OFFICE (refer to page one of the contract document)
CAO (refer to page one of the contract document)

Attachment (2)

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WAGE DETERMINATION

Provided for Information Only

WAGE DETERMINATION NO: 94-2103 REV (22) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2103

Revision No.: 22

Date Of Last Revision: 09/13/2000

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,

Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	13.68
Dispatcher, Motor Vehicle	14.33
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	13.64
General Clerk I	9.30
General Clerk II	10.92
General Clerk III	12.20
General Clerk IV	17.04
Housing Referral Assistant	17.20
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	11.65
Order Clerk II	12.88
Personnel Assistant (Employment) I	11.49
Personnel Assistant (Employment) II	12.54
Personnel Assistant (Employment) III	14.46
Personnel Assistant (Employment) IV	17.24
Production Control Clerk	16.30
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.35

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NAME OF OFFEROR OR CONTRACTOR

Secretary III	17.21
Secretary IV	19.57
Secretary V	22.01
Service Order Dispatcher	12.50
Stenographer I	13.72
Stenographer II	15.39
Supply Technician	19.57
Survey Worker (Interviewer)	13.68
Switchboard Operator-Receptionist	10.64
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	9.19
Travel Clerk II	9.87
Travel Clerk III	10.60
Word Processor I	10.85
Word Processor II	12.47
Word Processor III	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	10.56
Computer Operator I	10.59
Computer Operator II	12.48
Computer Operator III	15.13
Computer Operator IV	17.11
Computer Operator V	18.41
Computer Programmer I (1)	17.08
Computer Programmer II (1)	20.04
Computer Programmer III (1)	23.46
Computer Programmer IV (1)	27.21
Computer Systems Analyst I (1)	21.34
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.87
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.03
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	13.85
Motor Vehicle Upholstery Worker	16.01
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03

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NAME OF OFFEROR OR CONTRACTOR

Food Preparation and Service Occupations

Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	8.19
Meat Cutter	13.65
Waiter/Waitress	8.17

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05

General Services and Support Occupations

Cleaner, Vehicles	8.21
Elevator Operator	8.60
Gardener	11.94
House Keeping Aid I	7.67
House Keeping Aid II	8.50
Janitor	8.47
Laborer, Grounds Maintenance	9.37
Maid or Houseman	7.61
Pest Controller	11.17
Refuse Collector	8.60
Tractor Operator	11.07
Window Cleaner	9.23

Health Occupations

Dental Assistant	12.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	10.92
Medical Laboratory Technician	10.92
Medical Record Clerk	10.92
Medical Record Technician	13.15
Nursing Assistant I	7.53
Nursing Assistant II	8.47
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	18.90
Registered Nurse II	21.19
Registered Nurse II, Specialist	21.19
Registered Nurse III	25.65

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NAME OF OFFEROR OR CONTRACTOR

Registered Nurse III, Anesthetist	25.65	
Registered Nurse IV	30.74	
Information and Arts Occupations		
Audiovisual Librarian	18.95	
Exhibits Specialist I	15.64	
Exhibits Specialist II	19.56	
Exhibits Specialist III	24.08	
Illustrator I	15.64	
Illustrator II	19.56	
Illustrator III	24.08	
Librarian	21.32	
Library Technician	13.99	
Photographer I	13.93	
Photographer II	15.64	
Photographer III	19.56	
Photographer IV	24.08	
Photographer V	26.50	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	6.93	
Counter Attendant	6.93	
Dry Cleaner	8.94	
Finisher, Flatwork, Machine	6.93	
Presser, Hand	6.93	
Presser, Machine, Drycleaning	6.93	
Presser, Machine, Shirts	6.93	
Presser, Machine, Wearing Apparel, Laundry	6.93	
Sewing Machine Operator	9.66	
Tailor	10.35	
Washer, Machine	7.60	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)	18.05	
Tool and Die Maker	21.95	
Material Handling and Packing Occupations		
Forklift Operator	12.68	
Fuel Distribution System Operator	17.62	
Material Coordinator	16.10	
Material Expediter	16.10	
Material Handling Laborer	10.36	
Order Filler	13.21	
Production Line Worker (Food Processing)	11.64	
Shipping Packer	12.21	
Shipping/Receiving Clerk	13.09	
Stock Clerk (Shelf Stocker; Store Worker II)	12.09	
Store Worker I	8.61	
Tools and Parts Attendant	14.77	
Warehouse Specialist	13.05	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	19.95	

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NAME OF OFFEROR OR CONTRACTOR

Aircraft Mechanic Helper	14.51	
Aircraft Quality Control Inspector	21.01	
Aircraft Servicer	16.78	
Aircraft Worker	17.84	
Appliance Mechanic	18.05	
Bicycle Repairer	14.43	
Cable Splicer	19.03	
Carpenter, Maintenance	18.05	
Carpet Layer	17.44	
Electrician, Maintenance	19.20	
Electronics Technician, Maintenance I	16.05	
Electronics Technician, Maintenance II	20.49	
Electronics Technician, Maintenance III	22.31	
Fabric Worker	15.76	
Fire Alarm System Mechanic	19.03	
Fire Extinguisher Repairer	14.94	
Fuel Distribution System Mechanic	19.03	
General Maintenance Worker	16.46	
Heating, Refrigeration and Air Conditioning Mechanic	19.03	19.03
Heavy Equipment Mechanic	19.03	
Heavy Equipment Operator	19.31	
Instrument Mechanic	19.03	
Laborer	10.04	
Locksmith	18.05	
Machinery Maintenance Mechanic	20.51	
Machinist, Maintenance	21.52	
Maintenance Trades Helper	13.85	
Millwright	19.03	
Office Appliance Repairer	18.05	
Painter, Aircraft	18.05	
Painter, Maintenance	18.05	
Pipefitter, Maintenance	18.39	
Plumber, Maintenance	18.05	
Pneudraulic Systems Mechanic	19.03	
Rigger	19.03	
Scale Mechanic	17.03	
Sheet-Metal Worker, Maintenance	19.03	
Small Engine Mechanic	20.05	
Telecommunication Mechanic I	19.03	
Telecommunication Mechanic II	20.05	
Telephone Lineman	19.03	
Welder, Combination, Maintenance	19.03	19.03
Well Driller	19.03	
Woodcraft Worker	19.03	
Woodworker	15.32	
Miscellaneous Occupations		
Animal Caretaker	8.91	
Carnival Equipment Operator	11.11	

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NAME OF OFFEROR OR CONTRACTOR

Carnival Equipment Repairer	11.97	
Carnival Worker	7.48	
Cashier	7.75	
Desk Clerk	9.78	
Embalmer	19.04	
Lifeguard	8.89	
Mortician	21.63	
Park Attendant (Aide)	11.17	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		9.03
Recreation Specialist	15.94	
Recycling Worker	11.11	
Sales Clerk	8.03	
School Crossing Guard (Crosswalk Attendant)		8.60
Sport Official	8.89	
Survey Party Chief (Chief of Party)	12.33	
Surveying Aide	7.33	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		11.21
Swimming Pool Operator	11.87	
Vending Machine Attendant	9.68	
Vending Machine Repairer	11.90	
Vending Machine Repairer Helper	9.68	
Personal Needs Occupations		
Child Care Attendant	8.99	
Child Care Center Clerk	12.54	
Chore Aid	7.61	
Homemaker	14.35	
Plant and System Operation Occupations		
Boiler Tender	19.03	
Sewage Plant Operator	18.05	
Stationary Engineer	19.03	
Ventilation Equipment Tender	13.85	
Water Treatment Plant Operator	18.05	
Protective Service Occupations		
Alarm Monitor	12.39	
Corrections Officer	17.69	
Court Security Officer	18.18	
Detention Officer	17.69	
Firefighter	18.84	
Guard I	8.80	
Guard II	11.59	
Police Officer	20.49	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	16.46	
Hatch Tender	14.31	
Line Handler	14.31	
Stevedore I	15.47	
Stevedore II	17.45	
Technical Occupations		

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Air Traffic Control Specialist, Center (2)	26.40	
Air Traffic Control Specialist, Station (2)	18.14	
Air Traffic Control Specialist, Terminal (2)	20.30	
Archeological Technician I	14.11	
Archeological Technician II	15.78	
Archeological Technician III	19.56	
Cartographic Technician	22.50	
Civil Engineering Technician	19.56	
Computer Based Training (CBT) Specialist/ Instructor		21.34
Drafter I	11.84	
Drafter II	14.82	
Drafter III	16.64	
Drafter IV	20.81	
Engineering Technician I	13.74	
Engineering Technician II	15.95	
Engineering Technician III	19.17	
Engineering Technician IV	21.99	
Engineering Technician V	26.90	
Engineering Technician VI	32.55	
Environmental Technician	18.91	
Flight Simulator/Instructor (Pilot)	27.76	
Graphic Artist	18.56	
Instructor	21.90	
Laboratory Technician	15.13	
Mathematical Technician	19.13	
Paralegal/Legal Assistant I	14.53	
Paralegal/Legal Assistant II	18.53	
Paralegal/Legal Assistant III	22.67	
Paralegal/Legal Assistant IV	27.43	
Photooptics Technician	21.06	
Technical Writer	19.90	
Unexploded (UXO) Safety Escort	16.92	
Unexploded (UXO) Sweep Personnel	16.92	
Unexploded Ordnance (UXO) Technician I	16.92	
Unexploded Ordnance (UXO) Technician II	20.47	
Unexploded Ordnance (UXO) Technician III	24.53	
Weather Observer, Combined Upper Air and Surface Programs (3)		15.13
Weather Observer, Senior (3)	17.62	
Weather Observer, Upper Air (3)	15.13	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	13.70	
Parking and Lot Attendant	8.62	
Shuttle Bus Driver	11.76	
Taxi Driver	10.01	
Truckdriver, Heavy Truck	17.52	
Truckdriver, Light Truck	11.78	
Truckdriver, Medium Truck	14.97	
Truckdriver, Tractor-Trailer	17.52	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**** UNIFORM ALLOWANCE ****

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment (3)

Experience Matrix

References	Contract Statement of Work/Specification Work Elements						
	3.1	3.2	3.3	3.4	3.5	3.6	3.7

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References column should include government activity/ company name, address, POC and telephone number, fax number and email address. Current POC information should be provided to facilitate the evaluation process.

KEY:

P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)

S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

Attachment (4)

Personnel Resource Matrix

Name	Labor Category	Degree			Years of Experience	Years of Specialized Experience	Company Currently employed with	Letter of Intent X = yes	Employee Experience Relative to SOW						
									X = yes			Blank = no			
		B	M	D					3.1	3.2	3.3	3.4	3.5	3.6	3.7
Ex. Jane Doe	Program Manager		X		22	17	JD Inc.				X		X		

This Staffing Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

Attachment (5)

Past Performance Matrix

References*	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers
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References*	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

*References column should include government activity/ company name, address, POC and telephone number.

Attachment (6)

PAST PERFORMANCE QUESTIONNAIRE**FOR SOLICITATION NUMBER N00174-01-R-0036**

Offeror's Name: _____

Name of agency/activity completing questionnaire: _____

Name and title of the person completing questionnaire: _____

Length of time your agency/activity has been involved with the offeror: _____

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SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY 9 July 2001

TO:

**Naval Surface Warfare Center
101 Strauss Avenue, Bldg. 1558
Indian Head, MD 20640-5035
Carol Brown, Contract Specialist, Code 1141
e-mail address: brownca@ih.navy.mil
Fax: 301-744-6546**

RATING SCALE

Please use the following ratings to answer the questions.

EVALUATION CRITERIA

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Poor - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

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CUSTOMER SATISFACTION

The referenced contractor was responsive to the customer's needs.

The contractor's personnel were qualified to meet the requirements.

The contractor's ability to accurately estimate cost.

TIMELINESS

The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.

TECHNICAL SUCCESS

The contractor has a clear understanding of the tasks detailed in the SOW and/or delivery orders.

The contractor's ability to complete tasks correctly the first time.

The contractor's ability to resolve problems.

PROGRAM MANAGEMENT

Did the contractor successfully manage its subcontractors?

Was the contractor's management effective in controlling cost, schedule and performance requirements?

QUALITY

The contractor's quality and reliability of services delivered.

[illegible]

PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:

1. Would you recommend this contractor for similar Government contracts? Please explain:

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2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.215-7	Annual Representations and Certifications--Negotiation	OCT 1997
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

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52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

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statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

_____.
_____.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **333319**.

(2) The small business size standard is **500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will

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be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

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[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

() is () is not a Historically Black College or University;

() is () is not a Minority Institution.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

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(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE(MAR 1998)

(a) Definitions. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications. (1) The offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

insert line item number insert country of origin

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

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insert line item number insert country of origin

(iii) The following supplies are other foreign end products:

insert line item number insert country of origin

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
252.217-7026	Identification of Sources of Supply	NOV 1995
IHD 196	LEVEL OF EFFORT (FOR PROPOSAL PURPOSES ONLY)	FEB 2000

CLAUSES INCORPORATED BY FULL TEXT

SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

SECTION L PROPOSAL REQUIREMENTS

I. DEFINITIONS

The following definitions pertain to this solicitation:

Contract - In the context of this RFP a contract is defined as "a promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes a duty, and to receive due compensation".

Offer - In the context of this RFP, the word "offer" is synonymous with "proposal", and means, "The promises made by an offeror to comply with the terms and conditions of the RFP".

Other Written Information - Information provided by the offeror in addition to the information submitted as part of the "offer", (e.g., cost and pricing information, relevant experience, past performance, personnel resource matrix, etc.).

Oral Presentation - An oral submission of information to the Government that it will use, instead of a written technical or management proposal, to evaluate an offeror's understanding of the Government's requirements. It is a presentation in which an offeror is required to demonstrate that it understands the nature of the work and the difficulties and uncertainties associated with its performance, and that it knows how to cope with them. It is a part of the assessment of an offeror's capability.

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Offer Acceptability - An offer is acceptable when the offeror promises assent, without exception, to the terms and conditions, and statement of work presented in the RFP. Offer acceptability is a pass/fail factor.

Offeror Capability - An offeror's demonstrated ability to perform the type of work specified by the RFP, which is a variable factor, and subject to a scoring process.

Offeror's Submission - Three separate volumes containing Offer/Proposal, Offeror's Capability Information, and Cost and Price Information.

Offer's Submission Acceptability - Offeror's submission is determined to be acceptable when all volumes of information are provided. This includes the offer, offeror capability information and cost and price information.

Unacceptable Submissions - Any omission of any volume will receive a promised value of zero (0), and will not be eligible for award.

II. GENERAL INSTRUCTIONS

Each offeror must submit an offer (proposal) and other written information and may be required to make an oral presentation in strict accordance with these instructions.

When evaluating an offeror, the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, mail, or e-mail in order to request an explanation of any aspect of these instructions. The offeror will be evaluated on the following factors, which are listed in descending order of importance:

- (1) Offeror Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

Since an offeror's submission must be acceptable in order for an offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offeror's submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an offeror's capability to be significantly more important than price.

a. Offeror Submission

The Government will evaluate offeror's submission for acceptability on a pass or fail basis. The Government will consider a submission to be acceptable if it includes, **without exception**, Volume I-Offer, Volume II-Offeror Capability Information, and Volume III-Cost & Price Information, which shall be submitted in separate volumes. The Offeror shall submit the following:

Volume I - Offer/Proposal (2 copies)

Completion of blocks 12 through 18 of the SF33 by the offeror;

Section B CLIN prices or costs and fees inserted by the offeror;

Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the offeror;

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Sections A through K of the solicitation completed, all requested information provided and returned by the offeror in its entirety with no exceptions taken, Acceptance via signature of all amendments.

Volume II - Offeror Capability Information (3 copies)

Relevant experience Matrix and Supportive Narrative (not to exceed 15 pages)

Past Performance Matrix

Personnel Resource Matrix and Key Personnel Summary (not to exceed 5 pages)

Paper Copy of Oral Presentation Slides (if directed by the Government)

Volume III - Cost and Price Information (2 copies)

The Government will consider any offer, (Volume I), that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions, and if permitted by the Government.

The Government will consider any omission (Volume II and/or Volume III) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of proposals, may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily. Volumes II and III constitute "other written information" and are not part of the Offer/Proposal, Volume I.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offer/proposal. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

b. Offeror Capability Information

(1) Relevant Experience

Experience is the opportunity to learn by doing. The offeror shall provide evidence that demonstrates, during the past three (3) years, the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the kind of work that will be required under the prospective contract. The offeror shall identify Federal, state and local governments, and private contracts, (contract #, technical point of contact and address/telephone number) performed by them within the past three (3) years that were similar in nature to the requirements of this RFP. This shall include a list of all first tier subcontractors for each prime contract reference, and the name of their customer's customer for each subcontract reference. The information shall be submitted on the *Relevant Experience Matrix (Attachment 3)*. A supportive

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narrative, as to the benefits gained from each contract/subcontract reference identified, shall be included with the Matrix. This should be a summary of the offeror's relevant experience in each of the SOW task areas and shall discuss the direct relevancy to the SOW task areas. It shall not parrot the SOW task descriptions, as that is ineffective in supporting the offeror's claim of having gained relevant experience in the given task area. This narrative shall not exceed 15 pages in total. The offeror may also provide information on problems encountered on the identified contracts and the corrective actions taken.

The offeror will not attribute to its experience, the individual experience of its current or prospective employees.

The offeror shall also specify to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

(2) Past Performance

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the *Past Performance Matrix (Attachment 5)*, who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; and (5) quality.

The offeror will submit the Past Performance Questionnaire (Attachment 6) to each of the references listed on the *Past Performance Matrix (Attachment 5)*, a minimum of three (3) is required. The offeror should instruct the references to complete the Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center Indian Head Division
101 Strauss Avenue
Attn: Carol Brown, Code 1141I, Bldg 1558
Indian Head, MD 20640-5035

Fax: (301) 744-6635 Email: brownca@ih.navy.mil

Completed Past Performance Questionnaires may be mailed, faxed or emailed to the contract specialist.

The offerors' selected references must be listed on the Past Performance Matrix. **Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe will result in the inability of the Government to rank the offeror's past performance and will affect the overall Level of Confidence (LOCAR) of the offeror's capability.**

The offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

(3) Personnel Resources

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The offeror shall demonstrate to what extent ALL of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP by submitting current information about their work experience, education and whether the person is presently employed with the offeror, or whether they are proposed under a letter of intent. The offeror shall provide this information on the *Personnel Resource Matrix (Attachment 4)* for **each** person proposed for all of the “key” and non-key labor categories specified in Section C. The offeror shall identify in the Personnel Resource Matrix, whether the proposed personnel are employed with the prime contractor, or whether they are employed with a proposed subcontractor. The offeror shall also indicate how the proposed mix of prime and subcontractor labor may impact the offeror’s ability to manage and control the work efforts. The Government will evaluate the information provided in the Personnel Resource Matrix for each labor category identified in Section C to determine the acceptability of **ALL** the proposed resources.

In addition to the Personnel Resource Matrix, the offeror shall submit a Key Personnel Summary for each “key” labor category identified in Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a “key” labor category. The Key Personnel Summary shall not exceed five (5) pages in total and shall provide historical data (work opportunities, assignments, etc.) that demonstrate specific experience and specialized qualifications of each person proposed as “key”. **The Key Personnel Summary shall NOT: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.**

**(4) Understanding of the Work (Oral Presentation)
(ONLY IF DIRECTED BY THE GOVERNMENT)**

At the discretion of the Government, and after the receipt of offers (proposals) by the Government, every acceptable offeror may be required to make an oral presentation to the Government's evaluation panel and participate in a question and answer session. The sole purpose of the oral presentation and question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(i) Ground Rules

The oral presentation and the question and answer session are not part of the offer (proposal) and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR 15.601 and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from the RFP, unless the Government and an offeror agree to make it a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the question and answer session.

Eligibility - Only offerors submitting acceptable offers (proposals) will be eligible to make an oral presentation, unless the Government decides to conduct discussions.

Timing - Oral presentations will commence within two - three weeks after the receipt of offers (proposals). The Contracting Officer will notify offerors of the scheduled date and time of their presentation at least one week in advance.

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Rescheduling - The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

Offeror Employee Participation - One or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis (i.e., Program Manager or Key Personnel) must make the presentation. The manager who will have full time operational responsibility for contract performance must be present and must, at a minimum, answer questions directed to him/her during the question and answer session. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

(ii) Topics.

The offeror's presenters must demonstrate the offeror's understanding of the work that will be required under the prospective contract by addressing the following topics, in the following order, in accordance with the following instructions:

Introduction - The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services.

Work Breakdown - Present an analysis of the Statement of Work tasks [identify selected tasks] into their constituent activities. Briefly describe each activity and its inputs and outputs. Briefly describe interrelationships and interdependencies among the activities.

Contract Work Schedule - Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks.

Contract Resource Allocations - Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue-collar labor, including position title(s) and grades, journeyman level qualification requirements, typical journeyman level duties and responsibilities, and estimated average salary or wage (including the value of fringe benefits). Describe the total number of hours of each of these professional and blue-collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity.

Performance Risk Analysis - Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, and its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur.

Responsibility Assignments - The offeror shall demonstrate an understanding of the general management of task order performance. They should discuss their experience and knowledge of how to plan, organize, staff, direct, and control the performance of myriad and concurrent delivery order assignments. The responsibility assignment matrix shall identify key personnel and subcontractor personnel, and their responsibility for activity and whether they are primary or support personnel.

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Conclusion - The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award.

(iii) Presentation Time Limits

Oral presentations, excluding the question and answer sessions, will be limited to 45 minutes. The Contracting Officer will strictly enforce this time limit. Following the oral presentation there will be a recess of approximately 15 minutes. After the recess there will be a 1/2 hour question and answer session.

(iv) Presentation Media

Offerors must use 8 1/2 inch by 11-inch overhead slides to provide visual support for their presentations. Slide text must be black on a white background. Offerors may use colors other than black and white on graphical slides, e.g.: bar charts or pie chart, etc., when color is useful in conveying information.

Slide text must conform to the following specifications:

Font: Times New Roman

Size of heading font: 44 points

Size of main text line font: 32 points

Size of sub text line font: 28 points

Lines of text per slide (i.e., number of bullets): no more than eight

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc. that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an offeror may use. However, the Government will not consider the slides to be stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information that appears on the slides. The production and use of an excessive number of slides may be detrimental to an offeror's interests.

Upon notification by the Government of the intent to conduct oral presentations, the offerors must submit their slides and one (1) set of paper copies to the Government. Offerors may not change their presentation slides after this submission. The Government will furnish the slides to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(v) Videotaping

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The Government may videotape the presentations. If videotaped, the Government will provide an offeror with a copy of the videotape of its own presentation at its request and at its own expense after contract award.

c. Cost/Price Information

The cost/price information shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, in accordance with Public Law 87-653, and use of rates including overhead, G&A, Fee, etc. Unloaded/unburdened labor rates shall be provided. The proposal shall clearly show individual rates and indicate that the application of such rates to the selected base is in accordance with offeror's approved accounting practices. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was developed providing complete justification for use in determining the proposed costs fair and reasonable.

Offerors are required to submit subcontractor cost and pricing information (if applicable) with supporting attachments under separate cover if necessary.

The offeror shall furnish the name and location and point of contact of the assigned DCAA office as part of the price/cost information.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the

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established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a CPFF Completion contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ruth D. Adams
Code 1141
101 Strauss Ave, Bldg. 1558
Indian Head, MD 20640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/Library/>

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to ____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its

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proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD

I. DEFINITIONS

The following definitions pertain to evaluation methodology to be used for this solicitation:

Promised Value - The score an acceptable offer receives. Offers are scored on a pass/fail basis. Therefore an acceptable offer is worth a score of 100. An unacceptable offer is worth zero (0).

Offeror Capability Evaluation Factors - Distinguishing attributes (relevant experience, personnel resources, and cost, schedule, quality and safety practices) and record of performance data which provide an indication of the offeror's ability and willingness to keep it's promises of the offer.

Level of Confidence Assessment - An agency's subjective assessment of the likelihood that an offeror will perform successfully, which is determined on the basis of the offeror's evaluated capability.

Level of Confidence Assessment Rating (LOCAR) - This is a rating assigned by the EP to each offeror's capability assessment. A LOCAR of 0 to 1.0 shall signify the EP's level of confidence in each offeror's prospects for success, based on its relevant experience, past performance, personnel qualifications, and oral presentation (if applicable). A score of .95 to 1.0 signifies most confidence. A score of .6 to .94 signifies more confidence. A score of .0 to 4 indicates a belief that failure is more likely than success. A score of .5 signifies that the EP believes that success and failure are equally likely, (i.e. 50/50 chance of success). The score of .5 is appropriate when the EP has no basis for believing in either success or failure. See Table 1 herein for an example.

Cost Realism Determination - The process of analyzing an offeror's proposed estimated cost, which can reasonably be expected to be incurred in performance of the contract in accordance with his offer.

Expected Value - That score derived by the EP when multiplying the Acceptable Offer score (100 points) by the LOCAR %. (Example: an Acceptable Offer always receives 100 points. The Level of Confidence Rating 0 -1.0 signifies the EP's level of confidence in success, thus a LOCAR of .6 would produce an expected value score of 60 points, [100 x .6 = 60]). This process adjusts the value of the offeror's promises on the basis of the EP's level of confidence in the offeror. This score reflects what the agency expects from the offeror, based on its capability. See Table 2 herein for an example.

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Best Overall Value - That determination derived through the trading off of expected value and price in order to rank the offers and identify the offeror whom represents the "best overall value". The Government will make a series of paired comparisons among the offerors. If, in any comparison of any two offerors, one offeror has both the higher expected value and the lower price, then that offeror is the best overall value. If the offeror with the higher expected value also has the higher price, then the BOVAB must decide whether the margin of higher expected value (i.e., greater prospects for success) is worth the higher price. The best overall value decision should be fully documented in terms of differences in relevant experience, past performance, qualifications of personnel, and understanding of the work, (oral presentation). See Table 2 for a depiction of this process.

II. GENERAL INFORMATION

The Government will award the contract to the offeror representing the best overall value. The Government will determine best overall value on the basis of the following factors (in descending order of importance):

- (1) Offeror Submission
- (2) Offeror Capability
- (3) Price or Estimated Cost and Fee

Since an offeror's submission must be acceptable in order for an offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offeror's submission is the most important evaluation factor. In deciding which of the acceptable offers is the best overall value, the Government will consider an offeror's capability to be significantly more important than price. The capability sub-factors are listed in descending order of importance.

FACTORS	WEIGHTING
(1) Relevant Experience	Most Important
(2) Past Performance	2 nd Most Important
(3) Personnel Resources	3 rd Most Important
(4) Understanding of the Work (Oral Presentation)	4 th Most Important

a. Offeror Submission

The Government will evaluate offeror's submission for acceptability on a pass or fail basis. The Government will consider a submission to be acceptable if it includes, **without exception**, Volume I-Offer, Volume II-Offeror Capability Information, and Volume III-Cost & Price Information, which shall be submitted in separate volumes.

Upon receipt of the submissions, acceptability shall be documented. Assessment or evaluation of an offeror's capability information shall only be conducted after their submission is determined to be acceptable. Submissions determined to be unacceptable shall be excluded from further consideration unless the Contracting Officer makes a determination that the proposal can be made acceptable and it is in the Government's best interest to hold discussions.

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The Government will consider any offer, (Volume I), that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions.

The Government will consider any omission (Volume II and/or Volume III) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. Volumes II and III constitute "other written information" and are not part of the Offer/Proposal, Volume I. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of proposals, may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offer/proposal. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors; determined to have a reasonable chance for award.

b. Offeror Capability Information

(1) Relevant Experience

Experience is the opportunity to learn by doing. The Government will assess each offeror's work records to determine whether, during the past (3) years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the work that will be required under the prospective contract. The Government will try to determine how many opportunities an offeror has had, as a business entity, to carry out those processes and procedures and to cope with those difficulties and uncertainties.

The Government will evaluate the benefits gained from each contract/subcontract reference identified and the offeror's relevant experience as it relates to each of the SOW task areas and its direct relevancy to the SOW task areas. The Government will assess whether or not the offeror has simply parroted the SOW task descriptions, or whether distinct, relevant information has been provided.

The Government will not attribute to an offeror *the individual experience of the offeror's current or prospective employees*. The Government will also assess to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

(2) Past Performance

Past Performance is a measure of the degree to which an offeror, as an organization, has, during the past three (3) years; (1) satisfied its customers, and (2) complies with federal, state, and local laws and

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regulations. The Government will inquire about: (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; and (5) quality. In the investigation of an offeror's past performance the Government reserves the right to contact former customers and Government agencies, and other private and public sources of information. The offeror's reference information must be current to facilitate the evaluation process. **Failure of the offeror's references to respond within the timeframe required will result in the inability of the Government to rank the offeror's past performance and will effect the overall Level Of Confidence Assessment Rating (LOCAR) of the offeror's capability.**

The Government will also assess the role that subcontractors have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors' performance has contributed to the past performance evaluation.

(3) Personnel Resources

The Government will evaluate the *personnel* to assess to what extent the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP. In doing so, the Government will review their work experience, education and whether the person is presently employed with the offeror, or whether they are proposed under a letter of intent. The Government will evaluate the information provided in the *Personnel Resource Matrix (Attachment 3)*, for each labor category identified in Section C, to determine the acceptability of ALL the proposed resources. In addition to the Personnel Resource Matrix, the Government will evaluate the Key Personnel Summary for each key labor category to assess relevant experience, etc. as required by Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a "key" labor category. The summary shall **NOT**: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume. In addition to the information provided in the Matrix, the Government shall evaluate whether the proposed personnel are employed with the prime contractor, or whether they are employed with a proposed subcontractor. The Government will assess the mix of prime and subcontracted labor and the impact it has on the prime contractor's ability to directly manage and control the work efforts.

(4) Understanding of the Work (Oral Presentations)

Should the Government elect to conduct Oral Presentations, (if determined by the Government to be necessary to further assess offeror capability/understanding of the work), the Government will evaluate each offeror's understanding of the work on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the Government will consider an offeror's: **(1) Work Breakdown Analysis** - knowledge of the content of the work in terms of its constituent activities, their inputs and outputs, and their interrelationships and interdependencies; **(2) Work Schedule** - recognition of the appropriate sequence and realistic duration of the work activities; **(3) Allocation of Resources** - knowledge of the appropriate types of resources required to perform the work and of their appropriate allocation to the work activities; **(4) Performance Risk** - familiarity with the difficulties, uncertainties, and risks associated with the work; and **(5) Responsibility Assignments** - knowledge of the personnel and subcontractor qualifications necessary to the performance of the work.

c. Cost/Price Information

Although price is not the most important evaluation factor, it will not be ignored. In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to be the costs which the offeror can reasonably be expected to incur in performance of the

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contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the capability analysis, which could reduce the Personnel Resources rating. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; and (2) to assess the degree to which the cost/price proposal reflects the offeror's understanding of the work and the resources necessary to perform the work. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

III. SCORING PROCESS

(1) **A Level of Confidence Assessment Rating (LOCAR)** will be assigned to each offeror's capability, (including relevant experience, past performance, personnel resources, and understanding of the work). The following is the scale for the LOCAR:

Less Confident (0 -.4) (Less likely to succeed).

More Confident (.6 -.94) (More likely to succeed).

Most Confident (.95 - 1.0) (Most likely to succeed).

Neutral (.5) Indicates that the EP believes that success and failure are equally likely, that is, that the offeror has a 50/50 chance of success. The score of .5 is appropriate when the EP has no basis for believing in either success or failure.

The following Table is an example of the scoring process for the Offeror Capability Evaluation:

Table 1 - Offeror Capability/LOCAR Determination

Offeror	Relevant Experience	Past Performance	Personnel Resources	Understanding of the Work (Oral Presentation)	LOCAR
A	Excellent	Good	Excellent	Good	.95
B	Good	Good	Excellent	Good	.8
C	None	Good	Good	Poor	.4
D*					None

*Offeror D's submission is unacceptable. Therefore further evaluation is not required since the offeror receives a promised value of zero (0) as noted in the Expected Value Table (Table2 below).

(2) **Level of Confidence and Expected Value** - The Government will determine its level of confidence in each acceptable offeror on the basis of its evaluation of the offeror's capability. Level of confidence will be a subjective rating which will reflect the degree to which the Government believes that an offeror is likely to keep the promises it made in its offer. The Government will use this rating in order to determine the relative expected value of each offeror's promises.

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The following Table 2 is an example of the scoring process used to determine Expected Value:

Table 2 - Expected Value Determination

Offeror	Offeror Acceptability (Promised Value)	X	LOCAR	Expected Value	Price
A	100 points	X	.95	95%	\$52M
B	100 points	X	.8	80%	\$49M
C	100 points	X	.4	40%	\$56M
D	0 *	X	None	0%	\$54M

* Offeror D is unacceptable and therefore receives a promised value of zero (0).

(3) Determining Best Overall Value - In order to determine which offeror represents the best overall value, the Government will make a series of paired comparisons among the offerors. If, in any paired comparison, of any two offerors, one offeror has both a higher expected value and has the lower price, then that offeror is the best overall value. If the offeror has the higher expected value and the higher price, then the Government must decide whether the margin of higher expected value (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an offeror representing the best overall value is identified. In the example depicted in the Expected Value Table 2 above, the Government may choose to award to either Offeror A, or B, but would most likely make a single award to Offeror A, (being determined the Best Overall Value to the Government).

COST REALISM (FEB 2000) (NAVSEA/IHD)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.